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OFFICE OF THE
EXECUTIVE SECRETARY

June 17, 2002

VIA HAND DELIVERY

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: *In the Matter of Notice of Rulemaking Amendment of Regulations for
Telephone Service Providers*
Docket No. 00-00873

Dear Mr. Waddell:

We have reviewed the newly revised proposed service standards rules, which were posted on Wednesday, June 12, 2002. Because these revisions introduce elements not present in previous drafts, BellSouth is compelled to preserve its objections regarding these changes.

BellSouth reiterates its earlier comments to the extent that the proposed rules do not reflect BellSouth's urged changes. Most importantly, BellSouth wishes to comment on four instances in which the proposed rules contain provisions appearing for the first time in this iteration of the rules.

1. Proposed service standard rule 1220-4-2-.04(3), for the first time provides that a reseller or telecommunications service provider using unbundled network elements to provide local service may obtain a credit from the underlying carrier when there has been a service interruption or delay in the meeting of a committed installation date. BellSouth reiterates the objections raised regarding the confiscatory nature of such rules. Moreover, BellSouth notes that there are instances in which service interruption or a delay in meeting a committed installation date is not solely the responsibility of the underlying carrier. In those instances, in which the reseller or telecommunications service provider using unbundled network elements has contributed to or caused the interruption or delay, BellSouth as the underlying carrier should not be responsible for covering the cost

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of any credit due to a customer. Accordingly, BellSouth urges, at a minimum, that the language should be revised as follows: "(3) A reseller or telecommunications service provider using unbundled network elements to provide local service to the public shall have the right to a credit in like amount from the underlying carrier as required in 1220-4-2-.04(1) or (2) if the service interruption or delay in meeting the committed installation date is solely the result of actions or inactions of the underlying carrier." In addition, BellSouth notes that, to the extent the proposed rules provide for payments to CLECs, such penalties are duplicative of the enforcement mechanisms ordered in the performance measurements docket.

2. Proposed service standard rule 1220-4-2-.07(1)(c) addresses the provisioning of soft dial tone. For the first time, this rule has been revised to provide that soft dial tone is required "where the service switch is capable." As revised, this rule requires soft dial tone to be provided in all circumstances because all service switches are "capable" of providing soft dial tone. The issues regarding availability of soft dial tone derive from the outside plant, not the service switch. BellSouth dedicates outside plant facilities to specific addresses as a matter of course. If BellSouth is required to provide soft dial tone, with no regard for whether outside plant facilities are available for this purpose, one impact will be the possible "breaking" of connect throughs (or "ct's") in order to use the facility for new service orders. The requirement to provide soft dial tone ties up a facility that could be used as a UNE by a CLEC or reused by BellSouth for growth. This is likely to cause problems where outside plant facilities are in short supply (as in rapid growth areas). This creates an additional issue with respect to new service orders which has not been considered in the context of the requirements for speedy installations contained in the rest of the rules.

In light of these issues, BellSouth urges that the rule read as follows:

The underlying carrier shall provide a soft dialtone, where ~~the service switch is capable~~ available, to the customers of the reseller for at least fourteen (14) days following disconnection of the reseller's service, or until the customer selects another provider of local service, whichever is less.

3. Proposed service standard rule 1220-4-2-.09(1) for the first time includes a requirement of 8 point font letter size for listings in the directory. Font

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size of the directory print has not been the subject of any of the prior drafts of proposed service standard rules in this docket. Moreover, there has been no evidence in any of the workshops, nor any comments submitted regarding any draft addressing this issue. BellSouth respectfully urges that the promulgation of a rule with no evidence or discussion in the docket regarding that rule is per se arbitrary. There has been no evidence in the docket to sustain whether the requirement of 8 point font addresses any existing service issue. Moreover, the requirement of 8 point font exceeds the service standards in effect in 1995.

Accordingly, BellSouth urges that reference to font size should be stricken from the proposed rule.

4. Proposed service standard rule 1220-4-2-.09(7) addresses the cover of the directory. BellSouth notes that any rule regarding the cover of the telephone directory must comport with the findings in *BellSouth Advertising & Publishing Corporation vs. Tennessee Regulatory Authority, et al.*, No. M1998-00987-COA-R12-CV and M1998-01012-COA-R12-CV (filed February 16, 2001).

In addition to these specific examples, BellSouth reiterates the comments that it has submitted with respect to prior drafts of the proposed rules to the extent that those comments are not reflected in the most recent draft. BellSouth respectfully urges the Authority to reject this draft of the proposed rules for the reasons cited above and in BellSouth's prior comments in this docket.

Cordially,

A handwritten signature in black ink, appearing to read "Joelle Phillips", written in a cursive style.

Joelle Phillips

JP/jej

CERTIFICATE OF SERVICE

I hereby certify that on June 17, 2002, a copy of the foregoing document was served on the parties of record, via the method indicated:

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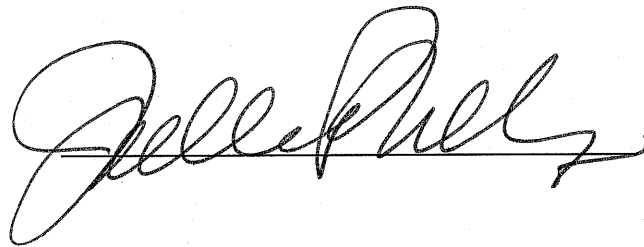
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A handwritten signature in cursive script, appearing to read "Dale Grimes", written over a horizontal line.